

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
THE REPUBLIC OF KOREA FOR THE LAND PARTNERSHIP PLAN**

The United States of America and the Republic of Korea (hereinafter referred to as "the Parties"),

Desiring to consolidate US forces, facilities, and areas on the Korean peninsula to create a more suitable environment for the stationing of United States Forces Korea (hereinafter referred to as "USFK"), and

Aiming to enhance force protection, promote balanced readiness and contribute to an enduring structure of USFK while promoting the balanced development and the efficient use of Republic of Korea land,

Have agreed as follows:

**ARTICLE I
AUTHORITY**

This Agreement is based on the Mutual Defense Treaty between the United States of America (hereinafter referred to as "US") and the Republic of Korea (hereinafter referred to as "ROK"), signed October 1, 1953, and the Agreement under Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea, Regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea (hereinafter referred to as "SOFA"), signed July 9, 1966 and amended February 1, 1991 and January 18, 2001.

**ARTICLE II
PURPOSE**

In implementation of the SOFA, in particular Articles II, III, IV and V, this Agreement stipulates the principles for the Land Partnership Plan (hereinafter referred to as "LPP"); outlines the timetable for the implementation of the LPP; and establishes responsibilities, procedures, terms and conditions under which the Parties shall implement the LPP.

**ARTICLE III
PRINCIPLES**

1. The implementation of the LPP shall be in accordance with the SOFA.
2. The LPP shall be classified into three component parts (1) installations and facilities, (2) training areas, and (3) safety easements.

3. The target date for completing the LPP is December 31, 2011, but the timetable for and scale of the LPP may be adjusted by mutual agreement through the procedures outlined in Article VII of this Agreement.

4. The Ad Hoc Subcommittee for the Land Partnership Plan (hereinafter referred to as "LPP Ad Hoc Subcommittee") established by the SOFA Joint Committee will oversee implementation of the LPP, make recommendations on LPP matters and may create working groups to discuss and develop recommendations concerning the LPP.

5. The Parties agree to minimize the costs entailed in the implementation of the LPP. The implementation of the LPP shall be subject to the availability of funds authorized and appropriated for this purpose by the respective national laws of the Parties.

6. The facilities and areas needed to relocate US units from the facilities and areas to be returned to the ROK shall be granted to the US in accordance with the SOFA Facilities and Areas Subcommittee procedures. The grant and return of facilities and areas, as well as removal of encroachment from the granted areas, shall be executed on the mutually agreed timetable. Unless agreed otherwise, the return of the designated areas and facilities shall take place once pertinent USFK units and functions from these areas are relocated to the replacement facilities.

7. Recognizing and acknowledging the importance of environmental protection in the implementation of the LPP, the Parties agree that the US return of facilities and areas to the ROK, the ROK grant of areas and replacement facilities to the US, and other LPP actions including those necessary to protect the natural environment and human health and to remedy contaminated areas shall be in accordance with the SOFA and relevant agreements.

8. The Appendixes A, B, and C shall constitute an integral part of this Agreement.

ARTICLE IV INSTALLATIONS AND FACILITIES

1. The Parties shall provide funding for the replacement of facilities needed to enable relocation of USFK units in accordance with the plan outlined in Appendix A, Annex 1. The US shall make every reasonable effort to minimize land and replacement facilities requirements.

2. The Parties shall develop a detailed timetable for planning and executing the relocation schedule as specified in Appendix A, Annex 1 and grants specified in Appendix A, Annex 2; however, the relocation of units and functions of Camp Greaves and either Camp Giant or Camp Garry Owen shall be determined by mutual consent based on an assessment of threat conditions.

3. The USFK-designated Design/Construction Agent shall be responsible for the design

and construction of replacement facilities with funding provided by the US. All replacement facilities identified to be funded by the ROK shall be provided in-kind, following the procedures to be developed by the SOFA Joint Committee.

4. The Parties agree to jointly review those areas and facilities within the USFK Collocated Operating Bases, with a view towards coordinating the efficient use and operation of these bases during peacetime.

ARTICLE V TRAINING AREAS

The return of existing training areas and the grant of the joint-training areas shall be implemented in a time-phased approach, which shall support the USFK training readiness requirements. The agreed conditions for the manner in which joint use training areas are to be used shall be subject to joint review every two years. The training areas to be returned to the ROK and the requirements for the joint use training areas granted to the US are provided in Appendix B.

ARTICLE VI SAFETY EASEMENTS

With a view to preventing construction of structures or other types of encroachment within safety easements for the purpose of protecting civilian facilities and personnel from hazards related to ammunition storage and rearming in and around USFK military installations, the Parties shall take measures to enforce safety easements surrounding USFK ammunition storage and rearming areas as necessary. In addition, the US shall prioritize the safety easements and examine measures to mitigate selected safety easement requirements such as adjusting and/or consolidating ammunition holding areas. The prioritized list of safety easements is provided in Appendix C, Safety Easements.

ARTICLE VII AMENDMENTS

The Agreement may be amended in writing by mutual consent. The amendment of this Agreement shall enter into force on the date when the Parties exchange written notifications through the SOFA Joint Committee that the respective domestic legal requirements for such amendment have been fulfilled.

ARTICLE VIII
ENTRY INTO FORCE

This Agreement shall enter into force on the date when the Parties exchange written notifications that their respective legal requirements for the entry into force of this Agreement have been fulfilled.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Seoul, Republic of Korea this 29th day of March, 2002, in the Korean and English languages, both texts being equally authentic.

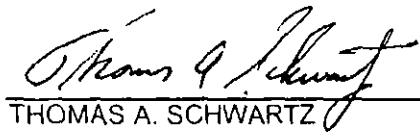
FOR THE UNITED STATES OF AMERICA FOR THE REPUBLIC OF KOREA



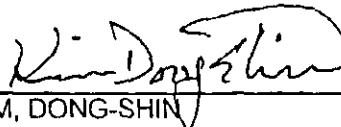
LANCE L. SMITH
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APPENDIX A INSTALLATIONS AND FACILITIES

1. GENERAL. This Appendix sets forth a timetable and funding responsibilities for the acquisition and return of facilities and areas necessary to execute the Installations and Facilities portion of the LPP.

2. FUNDING

a. The Parties agree to share the cost of relocating USFK facilities and areas according to the provisions of Paragraph 4 and Annex 1 as well as Paragraph 5 and Annex 2 of this Appendix, except as mutually adjusted due to circumstances described in subparagraph b below.

b. Funding responsibilities may be adjusted if a delay in carrying out an action required to implement Paragraph 4 and Annex 1 or Paragraph 5 and Annex 2 is caused by either Party. If such a delay increases the other Party's costs of implementation as agreed, the additional costs incurred by the other Party that are directly attributable to the delay shall be borne by the Party causing the delay.

c. In the event such delays should occur, the Parties shall immediately enter into consultations in the LPP Ad Hoc Subcommittee in order to determine the amount of the additional costs that must be borne by the Party causing the delay, subject to approval of the SOFA Joint Committee.

d. All new facilities shall be completed at least six months prior to the closing date of the installation. Facilities provided under this Agreement by the ROK government at no cost to the US shall be determined by the SOFA Joint Committee. All other facilities shall be funded by the US.

3. FORCE PROTECTION. All new land grants and new facility construction shall include adequate space for force protection standoff distances within the boundaries of US facilities and areas.

4. INSTALLATIONS TO BE CLOSED AND RETURNED. Annex 1 lists all installations the US agrees to close and return to the ROK under Article IV, SOFA and this Agreement. Annex 1, Table 1 identifies the installation, the year the US shall transfer the installation to the ROK, and the Party responsible for funding replacement facilities to enable return of the installation. Unless otherwise agreed, the installation shall be returned no later than December 31 of the year indicated in this Annex. Annex 1, Table 2 lists partial returns from existing installations and sets forth the location, the year in which it shall be returned and the Party responsible to fund replacement facilities to enable the partial return of that installation.

5. LAND GRANTS. Annex 2 lists the new grants of areas (land) required to implement the Installations portion of the LPP. This table sets forth the location of the new area(s), the acreage/pyong required and the year in which the area shall be granted by the ROK under Article II, SOFA and this Agreement for the US use.

Attachments:

Annex 1 (Installations to be Returned)

Annex 2 (Land Grants)

**ANNEX 1 TO APPENDIX A
INSTALLATIONS TO BE RETURNED**

Table 1: Installation Closures

Closing Installations	Closing Year	Replacement Facility Funding
Taxi Annex	2002	None Required
Camp Kim	2005	Republic of Korea
Camp LaGuardia	2006 Note 3	United States of America
DRMO Pusan	June 2005	Republic of Korea
Kimpo Mail Facility	2005	United States of America
Camp Howze	2006	United States of America
Camp Stanton	2007	United States of America
Camp Edwards	2007 Note 2	United States of America
Camp Garry Owen	2008 Note 1	United States of America
Camp Colbern	2008	United States of America
Camp Eagle	2011	United States of America
Camp Gray	2006	United States of America
H220	2008	Republic of Korea
Camp Hialeah	2011	Republic of Korea
Camp Essayons	2010	United States of America
Camp Falling Water	2010	Republic of Korea
Camp Kyle	2007	United States of America
Camp Market	2008	Republic of Korea
Camp Sears	2011	United States of America
Camp Giant	2011 Note 1	United States of America
Camp Greaves	2011 Note 1	United States of America
Camp Nimble	2011	Republic of Korea
Camp Page	2011	Republic of Korea
CNFK Pohang	2011	United States of America

Note 1: Return of Camp Greaves and either Camp Giant or Camp Garry Owen shall be determined by mutual consent in accordance with Article IV, Paragraph 2 of the Agreement.

Note 2: The fuel facility at Camp Edwards will be retained by the US until closure of Camps Greaves and Giant.

Note 3: City of Uijongbu will be provided access to Camp LaGuardia early to construct a Light Rail System.

Table 2: Partial Returns

Location	Return Year	Replacement Facility Funding
Osan AB (Beta South)	OCT 2002	None Required
Camp Walker (H-805)	2007	Republic of Korea
Osan AB (Alpha Site)	2008	United States of America
Camp Long	2011	United States of America

**ANNEX 2 TO APPENDIX A
LAND GRANTS**

Location	Estimated Acres	Estimated Pyong	Required Date
Ichon (R-510)	160	195,800	2007
Camp Stanley (Parcel 1 - Prison Rice Paddies)	120	146,900	Mar 2003
CNFK DET Pohang	0.6	700	2002
Osan AB (Mustang Valley Village Plus)	8.8	10,800	Oct 2002
Incheon (Mail Facility)	1.7	2,100	Jun 2003
DRMO Carroll	25	30,600	2003
Camp Mu Juk	85	104,000	2003
Camp Humphreys	200	244,800	Jun 2005
Osan AB (Delta Plus)	275	336,400	2005
Osan AB (Northern Land)	128	156,700	2011
Noksan	140	171,400	2008
Camp Stanley (Parcel 2 – remaining prison land)	125	153,100	2009

Note: Precise boundaries of areas to be granted shall be determined by joint survey.

APPENDIX B TRAINING AREAS

1. GENERAL. In order to ensure the continued readiness of USFK, the US agrees to return certain granted facilities and areas and to accept the grant of joint use of certain ROK military facilities and areas on a limited time-share basis as determined by the SOFA Joint Committee. The Parties agree to take such steps which may be necessary to ensure that all training facilities and areas to be granted to or retained by US shall be accessible by US units and free of encumbrances or encroachments.

2. PROVISIONS.

a. The US shall return approximately 32,186 acres / 39,396,618 pyong of granted training areas in exchange for a grant of joint use on a limited time-share basis on designated ROK training areas as determined by the SOFA Joint Committee.

b. The Parties agree to complete joint surveys as contemplated by Article II, SOFA in accordance with a mutually agreed timeline no later than December 31, 2003.

c. The ROK shall take appropriate measures necessary to notify local authorities and private owners of facilities and areas granted to the US for exclusive use within 100 days of the completion of each joint survey.

d. USFK shall begin to mark on training areas granted to the US for exclusive use upon completion of each joint survey. On the basis of consultations with the ROK Ministry of National Defense (hereinafter referred to as "MND"), USFK shall begin to install fencing or other types of security barriers on training areas granted to the US for exclusive use starting January 1, 2004.

e. Facility and area returns shall be based on the timing of installation closures and availability of replacement joint use facilities and areas, or other conditions specified by the Joint Committee.

3. ACCESS TO TRAINING AREAS. Pursuant to Article X, SOFA, USFK owned vehicles, including armor, shall be accorded access to and movement between all training facilities and areas granted for use by USFK. As the training areas available to USFK as a result of this Agreement will be substantially reduced and must be efficiently scheduled and used without delays in transit, designated routes required to support USFK training requirements must be capable of supporting unit movements in a manner to be determined by the Joint Committee.

4. PRINCIPLES OF JOINT USE.

a. Policies and procedures for the scheduling and use of these facilities shall be incorporated within the training area joint use regulation to be published under the authority of USFK and MND. This training area joint use regulation shall be reviewed every two years for modification by a Working Group appointed by the LPP Ad Hoc Subcommittee.

b. The ROK government makes the joint use training facilities and areas available for USFK readiness training only.

c. The manner in which these joint use facilities are used may change due to external factors beyond the control of the ROK government. Changes shall be mutually agreed and recorded by the Parties as they occur.

d. Damages to either ROK government or private facilities incurred during USFK use shall be governed by Article XXIII of the SOFA.

e. When the US is granted the joint use of ROK military training facilities and areas on a limited time-share basis under Article II, SOFA, the US shall maintain such facilities and areas incident to its use, in accordance with the SOFA and as mutually discussed and agreed, subject to the availability of funds. Additionally, the US may improve such facilities and areas with the approval of the owning ROK unit.

f. USFK shall make every effort to accommodate simultaneous ROK military training on joint use facilities.

APPENDIX C SAFETY EASEMENTS

1. GENERAL. This Appendix sets forth a standard for establishing restrictive safety easements surrounding ammunitions storage areas, which are referred to as ammunition holding areas or munitions storage areas holding US-titled ammunition. This Appendix also identifies these ammunition storage areas and classifies them according to their priority into Upper, Middle, and Lower tiers for which unencroached safety easements or other appropriate restrictions regulating development, shall exist in order to protect the public.

2. BACKGROUND. The presence of Korean citizens in areas requiring explosive safety easements or legal protection has placed them at risk from injury or death in the event of an explosion. The general public must be protected from hazards that are associated with ammunition and explosives.

3. SAFETY STANDARD. A safety easement is a defined distance from an explosive area that personnel and structures must be kept away from and is directly related to the amount and type of explosives and ammunition present. In lieu of a grant by the ROK to the US of a restrictive safety easement under Article II, SOFA, it may be acceptable to protect the public in the affected area by means of an appropriate restriction regulating development. In either event, the goal is to protect the public by regulating development in such areas.

4. RESPONSIBILITIES.

a. USFK shall enforce safety easements inside USFK installations. USFK may use various mechanisms, such as the US Department of Defense and Service explosive safety standards or approved advantages of technology, to establish, reduce and enforce safety easements.

b. The ROK shall enforce safety easements outside USFK installations. The ROK government shall use similar mechanisms such as explosive safety easements and appropriate restrictions regulating development to enforce safety easement areas outside USFK installations.

5. PROCESS. In accordance with Paragraph 4 of the Understanding re Article II, Paragraph 3, SOFA, encroachment problems in safety easement areas identified in the table of this Appendix shall be addressed by the SOFA Joint Committee.

6. LIABILITY FOR CLAIMS INVOLVING INJURY OR PROPERTY DAMAGE. Claims for personal injury or property damage shall be processed in accordance with Article XXIII, SOFA.

Table

Upper Tier Easements (Priority 1)

Installation	Explosive Site
Osan AFB	Munitions Storage Area (Delta site)
	Patriot Batteries on Chin Wi River
	Hot cargo pad easement ext.
Kunsan AFB	2 Munitions storage areas
	Hot cargo pad & patriot battery
Cp Humphreys	Rearm point
Cp Casey	Ammunition storage area 21
	Ammunition storage area 25
Cp Stanley	Ammunition storage area 18 (tunnel)
	Ammunition storage area 9
Cp Walker	Ammunition storage area
Cp Hovey	Ammunition storage area
Yongsan	Ammunition storage area

Middle Tier Easements (Priority 2)

Installation	Explosive Site
Cp Bonifas	Ammunition storage area (main post)
	Ammunition storage area (east)

Lower Tier Easements (Priority 3)

Installation	Explosive Site
Cp LaGuardia	Ammunition storage area
Cp Howze	Ammunition storage area
Cp Edwards	Ammunition storage area
Cp Essayons	Ammunition storage area
Cp Colbern	Ammunition storage area
Cp Stanton	Ammunition storage area
Cp Greaves	Ammunition storage area
Cp Garry Owen	Ammunition storage area
Cp Eagle	Ammunition storage area